# 252048

# CH \$40.00

#### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest recorded at Reel/Frame 3571/0362

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of Montreal		07/23/2010	Chartered Bank: CANADA

#### RECEIVING PARTY DATA

Name:	Availant, Incorporated	
Street Address:	215 First Street	
City:	Cambridge	
State/Country:	MASSACHUSETTS	
Postal Code:	02142	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	2520485	AVAILANT	

#### **CORRESPONDENCE DATA**

Fax Number: (312)862-2200

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-862-6371

Email: renee.prescan@kirkland.com

Correspondent Name: Renee Prescan

Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	36774-93 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	07/27/2010
	TRADEMARK

900167936 REEL: 004249 FRAME: 0042

#### **Total Attachments: 3**

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### RELEASE OF SECURITY INTEREST IN FIRST LIEN TRADEMARK COLLATERAL

WHEREAS, pursuant to that certain First Lien Trademark Collateral Agreement, dated June 8, 2007 (the "Trademark Collateral Agreement"), recorded in the United States Patent and Trademark Office on June 29, 2007 at Reel 003571, Frame 0362, Availant, Incorporated ("Releasee"), an Delaware corporation, granted to Bank of Montreal ("Releasor"), a Canadian chartered bank, as administrative agent for the Secured Creditors (as defined in that certain First Lien Security Agreement, dated October 31, 2006, by and among Releasee, the other debtors party thereto and Releasor, as amended, modified, supplemented or restated from time to time (the "Security Agreement")), a lien on, and a continuing security interest in (i) each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; (ii) each trademark license listed on Schedule A-2 and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and (iii) all proceeds of the foregoing, including without limitation, any claim by Releasee against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages (collectively, the "Collateral"); and

WHEREAS, Releasee has requested and Releasor has agreed to provide a document suitable for recording in the United States Patent and Trademark Office for purposes of recording the release, relinquishment and discharge of its lien on and security interest in the Collateral.

Now, Therefore, in consideration of and in exchange for good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, Releasor hereby relinquishes, releases and discharges its lien on and security interest in, and any and all other rights in the Collateral that Releasor has, had or could have had pursuant to the Trademark Collateral Agreement and the Security Agreement, and hereby terminates the Trademark Collateral Agreement and the Security Agreement. Releasor hereby further authorizes Releasee to take any and all actions, including filing and recording this document with any and all appropriate governmental authorities, to effect and further document the release made hereby.

IN WITNESS WHEREOF, the Releasor has caused this Release of Security Interest in First Lien Trademark Collateral to be duly executed as of July 23, 2010.

BANK OF MONTREAL, as Agent

By: Tomy 7. Tomy

Title: Vice President

# SCHEDULE A-1

# TRADEMARK REGISTRATION

Mark	Registration Number	Registration Date
AVAILANT	2,520,485	12/18/2001

# TRADEMARK APPLICATIONS

None.

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### SCHEDULE A-2

# TRADEMARK LICENSES

None.

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**RECORDED: 07/27/2010**